NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR CONSTRUCTION OF "PCC PAVEMENT IMPROVEMENTS ON HICKORY AVENUE" PROJECT, IN AND FOR MITCHELL COUNTY, IOWA, AND THE TAKING OF BIDS FOR SAID IMPROVEMENTS

Sealed proposals, subject to the conditions contained herein, will be received by the County Auditor of Mitchell County, Iowa, at the Auditor's office in the Mitchell County Courthouse, 212 S. 5<sup>th</sup> Street, Osage, Iowa, until 2:00 o'clock p.m. CDT on the <u>17th</u> day of March, <u>2022</u> for:

Construction of "PCC Pavement Improvements on Hickory Avenue", as hereinafter described in general and as described in detail in the plans and specifications now on file in the office of the County Auditor, Mitchell County, Iowa.

Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Proposals received will be opened, read aloud, tabulated, and referred to the Board of Supervisors for consideration at a meeting beginning at 9:00 a.m. on the 22nd day of March, 2022 in the Board of Supervisors Room, Mitchell County Courthouse, 212 S. 5th Street, Osage, Iowa. Bids will be acted upon at such time or at such later time as may then be fixed. Prior thereto, at said time specified above, a hearing will be held on the proposed plans, specifications, form of contract, and estimate of cost for said Improvements, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is the furnishing of labor and new materials for the construction of PCC Pavement Improvements including, but not limited to the following:

Clearing and grubbing, embankment-in-place, excavation, topsoil strip, salvage and spread, subbase, PCC pavement, granular shoulders, longitudinal subdrain and outlets, pavement removal, traffic control, driveway and entrance construction, pavement markings, seeding, mulching, fertilizing rural and native grasses, erosion control items, and miscellaneous associated work, including cleanup.

The Proposal shall be made out on the form furnished by Mitchell County and obtained from WHKS & Co., Engineers, Planners, and Surveyors, and must be accompanied in a sealed envelope by either: (1) a certified check, or a cashier's check drawn on an lowa bank, or a bank chartered under the laws of the United States, in an amount of 10% of bid amount; or (2) a certified share draft drawn on a credit union in lowa or chartered under the laws of the United States, in an amount of 10% of bid amount; or (3) a bid bond executed by a corporation authorized to contract as a surety in the State of lowa, in the penal sum of 10% of bid amount.

The bid security shall be made payable to the County Auditor of Mitchell County, Iowa.

The bid security must not contain any conditions either in body or as an endorsement thereon. The bid security shall be forfeited to the County as liquidated damages in the event the successful bidder fails or refuses to enter into contract within ten (10) days after the award of contract and post bond satisfactory to the County insuring the faithful fulfillment of the contract and the maintenance of said work, if required,

pursuant to the provisions of this notice and the other contract documents. The County will accept bid bond forms that meet the requirements of lowa Code section 26.8.

<u>Sales Tax Exemption</u>. Contractors and subcontractors shall not include sales tax for material purchases. At the time of the contract acceptance by the Board of Supervisors, the prime contractor and all subcontractors will be issued a certificate of exemption.

Bidders shall not be permitted to withdraw their bids for a period of forty-five (45) days after the same are opened.

Mitchell County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for the award.

The established DBE goal for this project is 0% of the total amount bid.

By virtue of statutory authority, a preference will be given to products and provisions grown and produced within the State of Iowa.

In accordance with lowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Bidders will be required to complete a Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The Contractor shall commence work after the Notice to Proceed is issued and work shall be completed on or before August 20, 2021.

Payment to the Contractor for said Project will be made in cash derived from the proceeds of the issuance of bonds as may be legally used for such purposes, governmental grants and/or from cash on hand. Any combination of the above methods of payment may be used at the discretion of the County.

The Contractor will be paid each month ninety-five (95) percent of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made in accordance with Iowa Code chapters 26 and 573, as amended. No partial or final payment will be due

until the Contractor has certified to the County that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a responsible surety approved by the County and which shall guarantee a faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the County from claims and damages of any kind caused by the operations of the Contractor and shall also guarantee the maintenance of the improvements constructed for a period of two (2) years after completion and acceptance by the County.

Plans and specifications governing the construction of the proposed improvements have been prepared by WHKS & Co., Engineers, Planners, and Surveyors, which plans and specifications and the proceedings of the County referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. Copies of said plans and specifications are now on file with the County Auditor and at the offices of WHKS & Co., and may be examined by the bidders.

Plans and specifications are available to download free of charge at www.questcdn.com. Plans and specifications for private use may also be obtained from WHKS & Co., Engineers, Planners, and Surveyors, 1412 6th Street SW, Mason City, IA 50402-1467, for a refundable deposit of \$100.00. If the plans and specifications are not returned to WHKS & Co. within fourteen (14) days after the award of the project and in reusable condition, the deposit shall be forfeited.

The County does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the County.

Published upon order of the Board of Supervisor of Mitchell County, Iowa.

Attest:	/s/ Rachel Foster	
	County Auditor	

MITCHELL COUNTY, IOWA